SUMMONS—EVICTION

(CITACIÓN JUDICIAL—DESALOJO)

UNLAWFUL DETAINER / FORCIBLE DETAINER / FORCIBLE ENTRY

(RETENCIÓN ILÍCITA DE UN INMUEBLE / RETENCIÓN FORZOSA / ENTRADA FORZOSA)

SUM-130

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):
Darin Codon, and DOES 1 to 5

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):
Caritas Management Corporation

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 5 days. You have 5 DAYS, not counting Saturdays and Sundays and other judicial holidays, after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (*www.courts.ca.gov/selfhelp*), your county law library, or the courthouse nearest you. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court. There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services website (*www.lawhelpca.org*), the California Courts Online Self-Help Center (*www.courts.ca.gov/selfhelp*), or by contacting your local court or county bar association.	*¡AVISO! Usted ha sido demandado. Si no responde dentro de 5 días, el tribunal puede emitir un fallo en su contra sin una audiencia. Una vez que le entreguen esta citación y papeles legales, solo tiene 5 DÍAS, sin contar sábado y domingo y otros días feriados del tribunal, para presentar una respuesta por escrito en este tribunal y hacer que se entregue una copia al demandante.* *Una carta o una llamada telefónica no lo protege. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no presenta su respuesta a tiempo, puede perder el caso por falta de comparecencia y se le podrá quitar su sueldo, dinero y bienes sin más advertencia.* *Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados local.*
FEE WAIVER: If you cannot pay the filing fee, ask the clerk for a fee waiver form. **NOTE**: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of $10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.	***EXENCIÓN DE CUOTAS:*** *Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas.* ***AVISO:*** *Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos con un gravamen sobre cualquier cantidad de $10,000 ó más recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desestimar el caso.*

1. The name and address of the court is:
   (El nombre y dirección de la corte es):
   Superior Court of California
   400 McAllister Street
   San Francisco, CA 94102

   CASE NUMBER *(Número del caso)*: CGC-23-607507

2. The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: *(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):*
   John P. Zanghi / Omar Vaquero — ZANGHI TORRES ARSHAWSKY LLP
   625 Market Street, 4th Floor — (415) 977-0444
   San Francisco, CA 94105

Form Adopted for Mandatory Use
Judicial Council of California
SUM-130 [Rev. January 1, 2023]

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SUMMONS—EVICTION
(Unlawful Detainer / Forcible Detainer / Forcible Entry)

Code of Civil Procedure, §§ 412.20, 415.45, 1167
www.courts.ca.gov

Post Hotel

PLAINTIFF *(Name)*: Caritas Management Corporation	CASE NUMBER:
DEFENDANT *(Name)*: Darin Codon, and DOES 1 to 5	

3. *(Must be answered in all cases)* An **unlawful detainer assistant (Bus. & Prof. Code, §§ 6400-6415)** ☒ did **not** ☐ did for compensation give advice or assistance with this form. *(If plaintiff has received **any** help or advice for pay from an unlawful detainer assistant, complete item 4 below.)*

4. **Unlawful detainer assistant** *(complete if plaintiff has received any help or advice for pay from an unlawful detainer assistant):*
   a. Assistant's name:
   b. Telephone no.:
   c. Street address, city, and zip:

   d. County of registration:
   e. Registration no.:
   f. Registration expires on *(date):*

Date: *(Fecha)* NOV 16 2023 Clerk, by *(Secretario)* Austin Lam , Deputy *(Adjunto)*

(For proof of service of this summons, use Proof of Service of Summons *(form POS-010).)*
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons *(form POS-010).)*

[SEAL]

5. **NOTICE TO THE PERSON SERVED:** You are served
   a. ☐ as an individual defendant.
   b. ☐ as the person sued under the fictitious name of *(specify):*
   c. ☐ as an occupant.
   d. ☐ on behalf of *(specify):*
      under: ☐ CCP 416.10 (corporation). ☐ CCP 416.60 (minor).
      ☐ CCP 416.20 (defunct corporation). ☐ CCP 416.70 (conservatee).
      ☐ CCP 416.40 (association or partnership). ☐ CCP 416.90 (authorized person).
      ☐ CCP 415.46 (occupant). ☐ other *(specify):*
   e. ☐ by personal delivery on *(date):*

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UD-100

ATTORNEY OR PARTY WITHOUT ATTORNEY	STATE BAR NUMBER:	FOR COURT USE ONLY
NAME: John P. Zanghi 145845 / Omar Vaquero 319636		FILED Superior Court of California County of San Francisco NOV 16 2023 CLERK OF THE COURT BY: Deputy Clerk Austin Lam
FIRM NAME: ZANGHI TORRES ARSHAWSKY LLP		
STREET ADDRESS: 625 Market Street, 4th Floor		
CITY: San Francisco	STATE: CA ZIP CODE: 94105	
TELEPHONE NO.: (415) 977-0444	FAX NO.: (415) 977-0156	
EMAIL ADDRESS: jzanghi@ztalaw.com / ovaquero@ztalaw.com		
ATTORNEY FOR (name): Caritas Management Corporation		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Francisco		
STREET ADDRESS: 400 McAllister Street		
MAILING ADDRESS:		
CITY AND ZIP CODE: San Francisco, CA 94102		
BRANCH NAME: Civic Center Courthouse		
PLAINTIFF: Caritas Management Corporation DEFENDANT: Darin Codon, and ☒ DOES 1 TO 5		
COMPLAINT — UNLAWFUL DETAINER* ☒ COMPLAINT ☐ AMENDED COMPLAINT (Amendment Number):		CASE NUMBER: CUD-23-673507

Jurisdiction ***(check all that apply):***

☒ **ACTION IS A LIMITED CIVIL CASE**

Amount demanded ☒ **does not exceed $10,000.**

☐ **exceeds $10,000 but does not exceed $25,000.**

☐ **ACTION IS AN UNLIMITED CIVIL CASE (amount demanded exceeds $25,000)**

☐ **ACTION IS RECLASSIFIED by this amended complaint or cross-complaint** ***(check all that apply):***

- ☐ **from unlawful detainer to general unlimited civil (possession not in issue).**
- ☐ **from unlawful detainer to general limited civil (possession not in issue).**
- ☐ **from limited to unlimited.**
- ☐ **from unlimited to limited.**

1. *PLAINTIFF (name each):*
   Caritas Management Corporation

   alleges causes of action against DEFENDANT (name each):
   Darin Codon, and DOES 1 to 5

2. a. Plaintiff is
   (1) ☐ an individual over the age of 18 years.
   (2) ☐ a public agency.
   (3) ☐ other *(specify):*
   (4) ☐ a partnership.
   (5) ☒ a corporation.

   b. ☒ Plaintiff has complied with the fictitious business name laws and is doing business under the fictitious name of *(specify):*
   Caritas Management Corporation

3. a. *The venue is the court named above because defendant named above is in possession of the premises located at (street address, apt. no., city, zip code, and county):*
   589 Post Street, Unit #525
   San Francisco, CA 94102
   San Francisco County

   b. The premises in 3a are *(check one)*

   (1) ☒ within the city limits of *(name of city):* San Francisco

   (2) ☐ within the unincorporated area of *(name of county):*

   c. The premises in 3a were constructed in *(approximate year):* 1920

4. Plaintiff's interest in the premises is ☐ as owner ☒ other *(specify):* See Attachment 17

5. The true names and capacities of defendants sued as Does are unknown to plaintiff.

***NOTE:** Do not use this form for evictions after sale (Code Civ. Proc., § 1161a).

Post Hotel

PLAINTIFF: Caritas Management Corporation DEFENDANT: Darin Codon, and DOES 1 to 5	CASE NUMBER:

6. a. On or about *(date):* 9/16/2021
defendant (name each):
Darin Codon

(1) agreed to rent the premises as a [X] month-to-month tenancy [ ] other tenancy *(specify):*
(2) agreed to pay rent of $ 0.00 payable [X] monthly [ ] other *(specify frequency):*
(3) agreed to pay rent on the [X] first of the month [ ] other day *(specify):*

b. This [X] written [ ] oral agreement was made with
(1) [ ] plaintiff. (3) [ ] plaintiff's predecessor in interest.
(2) [ ] plaintiff's agent. (4) [X] Other *(specify):* Plaintiff's principal

c. [X] The defendants not named in item 6a are
(1) [ ] subtenants.
(2) [ ] assignees.
(3) [X] Other *(specify):* Unauthorized Occupants

d. [ ] The agreement was later changed as follows *(specify):*

e. [X] A copy of the written agreement, including any addenda or attachments that form the basis of this complaint, is attached and labeled Exhibit 1. *(Required for residential property, unless item 6f is checked. See Code Civ. Proc., § 1166.)*

f. [ ] *(For residential property)* A copy of the written agreement is **not** attached because *(specify reason):*
(1) [ ] *the written agreement is not in the possession of the landlord or the landlord's employees or agents.*
(2) [ ] *this action is solely for nonpayment of rent (Code Civ. Proc., § 1161(2)).*

7. The tenancy described in 6 *(complete (a) or (b))*

a. [X] is **not** subject to the Tenant Protection Act of 2019 (Civil Code, § 1946.2). The specific subpart supporting why tenancy is exempt is *(specify):* See Attachment 17 .

b. [ ] is subject to the Tenant Protection Act of 2019.

8. *(Complete only if item 7b is checked. Check all applicable boxes.)*

a. [ ] The tenancy was terminated for at-fault just cause (Civil Code, § 1946.2(b)(1)).

b. [ ] The tenancy was terminated for no-fault just cause (Civil Code, § 1946.2(b)(2)) and the plaintiff *(check one)*

(1) [ ] waived the payment of rent for the final month of the tenancy, before the rent came due, under section 1946.2(d)(2), in the amount of $
(2) [ ] provided a direct payment of one month's rent under section 1946.2(d)(3), equaling $ to *(name each defendant and amount given to each)*:

c. [ ] Because defendant failed to vacate, plaintiff is seeking to recover the total amount in 8b as damages in this action.

9. a. [X] Defendant *(name each):* Darin Codon

was served the following notice on the same date and in the same manner:

(1) [ ] 3-day notice to pay rent or quit
(2) [ ] 30-day notice to quit
(3) [ ] 60-day notice to quit
(4) [ ] 3-day notice to quit
(5) [ ] 3-day notice to perform covenants or quit *(not applicable if item 7b checked)*
(6) [ ] 3-day notice to quit under Civil Code, § 1946.2(c) Prior required notice to perform covenants served *(date):*
(7) [X] Other *(specify):* Notice to Quit

Post Hotel

PLAINTIFF: Caritas Management Corporation DEFENDANT: Darin Codon, and DOES 1 to 5	CASE NUMBER:

9. b. (1) On *(date):* 11/6/2023 the period stated in the notice checked in 9a expired at the end of the day.
   (2) Defendants failed to comply with the requirements of the notice by that date.
   c. All facts stated in the notice are true.
   d. ☒ The notice included an election of forfeiture.
   e. ☒ A copy of the notice is attached and labeled Exhibit 2. *(Required for residential property. See Code Civ. Proc., § 1166. When Civil Code, § 1946.2(c), applies and two notices are required, provide copies of both.)*
   f. ☐ One or more defendants were served (1) with the prior required notice under Civil Code, § 1946.2(c), (2) with a different notice, (3) on a different date, or (4) in a different manner, as stated in Attachment 10c. *(Check item 10c and attach a statement providing the information required by items 9a–e and 10 for each defendant and notice.)*

10. a. ☒ The notice in item 9a was served on the defendant named in item 9a as follows:
   (1) ☐ By personally handing a copy to defendant on *(date):*
   (2) ☐ By leaving a copy with *(name or description):*
   a person of suitable age and discretion, on *(date):* at defendant's
   ☐ residence ☐ business AND mailing a copy to defendant at defendant's place of residence
   on *(date):* because defendant cannot be found at defendant's residence or usual place of business.
   (3) ☒ By posting a copy on the premises on *(date):* 11/2/2023
   ☒ ~~AND giving a copy to a person found residing at the premises~~ AND mailing a copy to defendant at the premises
   on *(date):* 11/2/2023
   (a) ☐ because defendant's residence and usual place of business cannot be ascertained OR
   (b) ☒ because no person of suitable age or discretion can be found there.
   (4) ☐ *(Not for 3-day notice; see Civil Code, § 1946, before using)* By sending a copy by certified or registered mail addressed to defendant on *(date):*
   (5) ☐ *(Not for residential tenancies; see Civil Code, § 1953, before using)* In the manner specified in a written commercial lease between the parties
   b. ☐ *(Name):*
   was served on behalf of all defendants who signed a joint written rental agreement.
   c. ☐ *Information about service of notice on the defendants alleged in item 9f is stated in Attachment 10c.*
   d. ☐ *Proof of service of the notice in item 9a is attached and labeled Exhibit 3.*

11. ☐ *Plaintiff demands possession from each defendant because of expiration of a fixed-term lease.*

12. ☐ *At the time the 3-day notice to pay rent or quit was served, the amount of* ***rent due*** *was $*

13. ☒ *The fair rental value of the premises is $* 0.00 per day.

14. ☐ *Defendant's continued possession is malicious, and plaintiff is entitled to statutory damages under Code of Civil Procedure section 1174(b). (State specific facts supporting a claim up to $600 in Attachment 14.)*

15. ☐ *A written agreement between the parties provides for attorney fees.*

16. ☐ *Defendant's tenancy is subject to the local rent control or eviction control ordinance of (city or county, title of ordinance, and date of passage):*

Plaintiff has met all applicable requirements of the ordinances.

17. ☒ *Other allegations are stated in Attachment 17.*

18. Plaintiff accepts the jurisdictional limit, if any, of the court.

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PLAINTIFF: Caritas Management Corporation DEFENDANT: Darin Codon, and DOES 1 to 5	CASE NUMBER:

19. **PLAINTIFF REQUESTS**
- a. possession of the premises.
- b. costs incurred in this proceeding:
- c. ☐ past-due rent of $
- d. ☐ reasonable attorney fees.
- e. ☒ forfeiture of the agreement.
- f. ☐ damages in the amount of waived rent or relocation assistance as stated in item 8: $
- g. ☒ damages at the rate stated in item 13 from *(date):* 11/7/2023 for each day that defendants remain in possession through entry of judgment.
- h. ☐ statutory damages up to $600 for the conduct alleged in item 14.
- i. ☒ other *(specify):* Such other relief that the court deems proper.

20. ☒ Number of pages attached *(specify):* 24

UNLAWFUL DETAINER ASSISTANT (Bus. & Prof. Code, §§ 6400–6415)

21. ☒ *(Complete in all cases.)* An unlawful detainer assistant ☒ did **not** ☐ did for compensation give advice or assistance with this form. (*If declarant has received **any** help or advice for pay from an unlawful detainer assistant, complete a–f.)*
- a. Assistant's name:
- b. Street address, city, and zip code:
- c. Telephone no.:
- d. County of registration:
- e. Registration no.:
- f. Expires on *(date):*

Date: 11/13/2023

Omar Vaquero ▶ _____
(TYPE OR PRINT NAME) (SIGNATURE OF PLAINTIFF OR ATTORNEY)

VERIFICATION

(Use a different verification form if the verification is by an attorney or for a corporation or partnership.)

I am the plaintiff in this proceeding and have read this complaint. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

See Attached Verification ▶ See Attached Verification
(TYPE OR PRINT NAME) (SIGNATURE OF PLAINTIFF)

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17-1. Plaintiff's interest in the premises is as property manager. Plaintiff is authorized to prosecute this action and recover possession in its own name pursuant to a written agreement with the owner of the premises.

17-2. Although the notice states that advice is available from the San Francisco Residential Rent Stabilization and Arbitration Board, the Premises is exempt from the San Francisco Residential Rent Stabilization and Arbitration Ordinance (San Francisco Administrative Code Chapter 37, as amended), pursuant to Section 37.2(r)(4) of San Francisco Administrative Code Chapter 37, because the rent for the premises is set, and is regulated, by the Continuum of Care Federal Subsidy Program administered by the San Francisco Department of Homelessness and Supportive Housing in connection with project based funding which subsidizes the rent for the Premises.

17-3. On or about November 8, 2023 a copy of the notice to quit was submitted to the San Francisco Department of Homelessness and Supportive Housing.

17-4. The Defendant's tenancy is not subject to the *Tenant Protection Act of 2019 (Civil Code § 1946.2)*. The specific subpart supporting why the tenancy is exempt is (e)(9) of Civil Code § 1946.2 because the housing is subject to an agreement with the Continuum of Care Federal Subsidy Program administered by the San Francisco Department of Homelessness and Supportive Housing that provides housing subsidies for affordable housing for persons of very low, low, or moderate income as defined in Section 50093 of the health and Safety Code.

17-5 The premises is not located in a hotel, motel, residence club, or other facility for transient occupancy. Defendants do not maintain occupancy in the Premises for any purpose described in Section 1940(b) of the California Civil Code.

17-6. This action seeks possession of real property that is residential. This action is not based, in whole or in part, on an alleged default in payment of rent, or other charges. This action is not subject the temporary eviction moratorium created by the *Coronavirus Aid, Relief, and Economic Security Act ("CARES" Act)*.

17-7. This action is not based, in whole or in part, on an alleged default in payment of

rent, or other charges. This action is not subject to the eviction moratorium established by amendment to Rent Ordinance Section 37.9 by San Francisco Ordinance No. 93-20.

17-8. This action is brought in compliance with the *COVID-19 Tenant Relief Act*, and specifically Section 1179.03.5 of the Code of Civil Procedure. This unlawful detainer arises because of a termination of tenancy resulting from an at-fault just cause as defined in paragraph (1) of subdivision (b) of Section 1946.2 of the Civil Code, the facts of which are alleged in the Notice to Quit attached to this complaint.

17-9. The Visitor Guest Policy (SRO), California Addendum, Initial Smoke Detector Notice Lease Addendum, Violence Against Women Act (VAWA) Lease Addendum, Safe Free Housing Lease Addendum, Bed Bug Disclosure Notice Lease Addendum, Grievance and Appeal Procedure, Continuum of Care Program-Request Tenancy Approval (RTA) and Continuum of Care Program-Housing Assistance Payment Contract (HAP) addendums to the lease between Defendant Darin Codon and Plaintiff have been lost.

CARITAS MANAGEMENT CORPORATION
RESIDENTIAL LEASE
CONTINUUM OF CARE FEDERAL SUBSIDY PROGRAM

This residential lease is made this 16 th day of September, 2021

between EPISCOPAL COMMUNITY SERVICES / THE POST HOTEL, as Management (hereinafter referred to as "we" or "us") and (List all members of the family age 18 or older)

Darin Codon

as Resident(s) (hereinafter referred to as "you"). We lease to you and you rent from us the premises, described as follows:

A 0 bedroom dwelling unit designated as unit number #525 of THE POST HOTEL (Name of Development)
located at 589 POST STREET, SAN FRANCISCO, CA 94102 (Address of Development),
together with fixtures, accessories, and the following appliances and furniture:
TV, DRESSER, BED FRAME, MATTRESS, BEDDING LINEN & PILLOW SET, A CHAIR, WINDOW CURTAINS/SHADES, LAMINATED FLOORING, SINK, HEATER, MIRCOWAVE, MINI REFRIGRATOR,

This lease is subject to the following terms, conditions, covenants, and agreements:

1. **Regulations.** This lease and your occupancy of the premises are governed by the Regulations of the CONTINUUM OF CARE FEDERAL SUBSIDY PROGRAM (hereinafter "Program"). If any terms of this lease are inconsistent or in **conflict with the Program, then the Program shall control. You have received a copy of the Program requirements. You understand that compliance with the Program requirements is a condition of eligibility in the Program and subsidy assistance may be terminated if you violate the Program requirements (24 CRF 582.320(a).**

2. **Term.** This lease will begin on September 16th, 2021 and will continue until terminated by either you or us as provided in this lease.

3. **Rent.**

A. We have entered into a Housing Assistance Payment Contract ("Contract") with the San Francisco Department of Homelessness Supportive Housing (HSH) under the Continuum of Care Federal Subsidy Program (CoC). HSH will make housing assistance payments to us to assist you to lease the dwelling unit from us. The amount of the total monthly rent payable to us (called the "Contract rent") shall be determined in accordance with the Contract between us and HSH.

Exhibit 1

B. The portion of the Contract rent payable by you ("Tenant rent") shall be an amount determined by HSH in accordance with Program regulations. The amount of the Tenant rent is subject to change as determined by HSH during the term of the lease. Any change in the amount of the Tenant rent will be stated in a written notice by HSH to you and us, stating the new amount and the effective date of the change. Initially and until such change, you agree to pay $ $0.00 per month to us as Tenant rent. Tenant rent is due on the first day of each month beginning on September 16th, 2021. All rent payments should be paid at: MAGAGER OFFICE, 589 POST STREET, SAN FRANCSICO, CA 94102 and be made out to: ECS/ POST HOTEL. If you do not pay the full amount of the Tenant rent by the end of the fifth day of the month, you will be charged a late fee of $25.00 on the sixth day of the month. In addition, we may collect a fee equal to the actual bank charge and we will accept only money orders or cashier's checks from you for a period of 3 months.

C. The Tenant rent as determined by HSH is the maximum amount we can require you to pay as rent for the dwelling unit, including all services, maintenance and utilities to be provided by us in accordance with this lease. If the Contract between us and HSH is terminated for any reason, you are obligated and agree to pay us the full Contract rent as rent for the dwelling unit.

D. Each month, HSH will pay a rental assistance payment of $ $1,552.00 to us on your behalf. The monthly rental assistance payment is the difference between the Contract rent and Tenant rent. The total Contract rent shall be $ $1,552.00 per month.

4. **Income Certification and Recertification.**

A. Your eligibility to occupy this dwelling unit is based on information that you have provided to us regarding your household income and assets. From time to time, you agree to provide updated information on a form provided by us. You agree that all such information regarding household income and assets provided to us is true, complete, and correct to the best of your knowledge. You further agree that failure to provide such information, or providing false or misleading information, may result in the termination of your tenancy. You agree that all information supplied by you shall be subject to inspection by representatives from us or the Program.

5. **Security Deposit.** You will pay to us in advance of occupying the unit, a security deposit in the amount of $ $0.00. We may apply the deposit after you vacate the premises to repair any loss or damage caused by you or your guests to the premises or the development other than normal wear and tear. We also may apply the deposit for the payment of rent due and owing from you. Within twenty-one days after you vacate the premises, we will repay the security deposit, plus interest computed at the rate specified in state or local law, less any amounts deducted, to you at your forwarding address or such other address as you may designate. At the same time, we will provide you with a written itemized statement describing the reason for and the cost of any deductions from the deposit. Pursuant to

California Civil Code 1950.5, you have the right to request that we make an inspection of the premises prior to the termination of your tenancy for the purpose of giving you an opportunity to remedy any deficiencies in your unit, in order to avoid deductions from your security deposit. You agree to notify us in writing should you request such an inspection.

6. **Utilities**. You will pay for telephone service, cable TV and the following utilities, including all fees, deposits, and charges therefore:

N/A

We will pay all other utility bills.

7. **Use.** You shall use the premises as, and only as, your primary place of residence. You shall not cause or permit any illegal activity or use on the premises.

The premises shall be occupied only by members of your household consisting of ONE adults (anyone over 18 years of age) and ZERO children (anyone under 18 years of age) with the following names. You must inform us in writing and receive written approval from us prior to allowing another person to reside in the unit.

Darin Codon

The number of persons who may occupy this unit is a minimum of ONE and a maximum of TWO.

8. **Maintenance**. You shall keep the premises and all fixtures, accessories, and appliances in a clean, sanitary, and safe condition. If you or your guests cause or permit damage to the premises, you shall be liable for the cost to repair the damage. We will bill you and you will reimburse us within 30 days or other reasonable time agreed upon by you and us for the repairs. Where damage or disrepair is not the responsibility of you or your guests, we will repair and maintain the premises, fixtures, accessories, and appliances in accordance with applicable state and local laws concerning the condition of premises and common areas.

9. **Remodeling and Alterations**. You shall not undertake any remodeling, redecoration or alteration, including painting, changing of locks and wallpapering, to the premises without receiving our written permission.

10. **Community Rules**. You shall comply with the written Community Rules we issue regarding use of the premises and common areas. We will provide a copy of the Community Rules to you. Any amendment to the rules shall be in writing and effective thirty days after the notice thereof to you. You shall not cause or permit on the premises or in common areas, excessive noise or any other activity that disturbs the peace and quiet of other residents or neighbors. You shall not cause or permit any activity constituting a nuisance on or about the premises or which adversely affects the health or safety of any person, nor shall you interfere with the management of the premises.

11. **Sublease or Assignment**. You shall not sublease or assign this lease or any portion thereof. If you attempt to sublease or assign this lease, this lease shall be null and void and no right to occupy the premises shall arise from any attempted sublease or assignment.

12. **Entry and Inspection**. We or our agent may enter and inspect the premises after giving reasonable notice to you for:

A. Making necessary or agreed-upon repairs;

B. Inspecting for compliance with the terms of this lease;

C. Showing the premises to prospective lenders, purchasers, residents, contractors, repair workers, or representatives from the Program;

D. Performing contracted pest control services;

E. Conducting annual and any other inspections.

Twenty-four hours or more shall be considered reasonable notice for the purpose of entry and inspection. In addition, we or our agent may enter the premises without notice if necessary in an emergency such as fire or flooding.

13. **Joint Responsibility**. You must be 18 years of age or older or a minor not under the care of a parent or guardian to sign this lease. You acknowledge that this lease is between us and each person executing this lease jointly and individually. In the event of default by any one, each and every remaining person who executed the lease shall be responsible for payment of the total rent stated in Section 3, and all other provisions of the lease.

14. **Hold Harmless and Waiver**. We do not provide insurance for your personal property. We are in no way accountable for any liability for personal injury or property damage caused or permitted by you or any other person on the premises with your consent except as may be caused by our negligence.

15. **Possession**. If we are unable to deliver possession of the premises at the time this lease begins, we shall not be liable for any damage caused thereby, nor shall this lease be void or voidable, but you shall not be liable for rent until possession is delivered. You may terminate this lease by written notice to us if possession is not delivered at the beginning of the term of this lease.

16. **Your Obligations**. You agree to:

A. Comply with all obligations imposed upon you by applicable provisions of state and local building codes materially affecting health and safety.

B. Keep the premises and such other areas as may be assigned for your exclusive use in a decent, clean, sanitary, and safe condition, and the inside of premises maintained according to acceptable housekeeping standards.

C. Dispose of all garbage, rubbish, and other waste from the premises in a sanitary and safe manner.

D. Use only in a reasonable manner, and in a manner designed to conserve gas and electricity, all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances.

E. Promptly notify us of the need for repairs to the premises and known unsafe conditions in the common areas and grounds of the development which may lead to damage or injury.

F. Refrain from, and cause your household and guests to refrain from destroying, defacing, or removing any part of the premises or development, including placing contact paper, decals, or paint on the premises.

G. Pay for the repairs or damages to the premises, building, facilities, or common areas that you or your household or guests intentionally or negligently cause, normal wear and tear excepted.

H. Conduct and cause other persons who are on the premises with your consent to conduct themselves in a manner which will not disturb neighbors' peaceful enjoyment of their accommodations and will be conducive to maintaining the development in a decent, safe, and sanitary condition.

I. Refrain from illegal or other activity which impairs the physical or social environment of the premises.

J. Park, and cause guests to park, only in assigned parking areas, and not park in common driveways or lawn areas, and not block access to other residents' or emergency vehicles.

K. Comply with the written rules described in Section 10. above.

L. Attend meetings requested by us to inform you of important issues.

17. Our Obligations. We agree to:

A. Comply with the requirements of applicable state and local building and housing codes and regulations materially affecting health and safety.

B. Within a reasonable time, make or require necessary repairs to the premises to keep them in a habitable condition.

C. Keep building, facilities, and common areas, not otherwise assigned to you for maintenance and upkeep, in a clean and safe condition.

D. Maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances supplied or required to be supplied by us.

18. Termination and Eviction.

A. You may terminate your tenancy by giving thirty days' written notice to us. You agree to vacate the premises no later than the expiration date of such notice, remove all your personal property, and leave the premises clean and in good repair.

B. We may terminate this lease and if necessary evict you if:

1) You fail to maintain eligibility under the Program.

2) You fail to move out of the premises on or before the effective date of termination given in the notice required in subsection A. above.

3) You materially breach the terms of this lease. A material breach means:

a. Nonpayment of rent or any other financial obligation under the lease after expiration of a three-day pay or quit notice, or

b. Four or more late rent payments within any twelve months period received after the fifth day of the month, or

c. Failure to reimburse us within thirty days or other reasonable time agreed upon by you and us for repairs required to maintain the premises (Section 8. of this lease), or

d. A breach resulting in damages to the premises or any other portion of the development, or

e. A breach which adversely affects the health, safety, or quiet enjoyment of any resident or visitor to the premises, or

f. A breach which interferes with our management, maintenance and operation of the development.

4) You fail or refuse to provide the income information upon income certification required by Section 4. of the lease or intentionally provide false or incomplete information regarding income.

5) You fail to fulfill the obligations of this lease.

6) You sublet or assign all or any portion of the unit or otherwise violate any provision in Section 11. of this lease.

7) Your action or conduct is cause for termination of the lease according to any provision of the Program Regulations.

C. Any notice of termination or eviction shall contain a statement of the facts constituting the cause for the termination or eviction.

19. **Waiver.** Our failure to insist upon the strict performance of the terms, covenants, agreements, and conditions contained herein, or any of them, shall not constitute or be construed as a waiver or relinquishment of our right thereafter to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

20. **Credit Agencies.** As required by law, you are hereby notified that your performance as a resident of this development may be reported to credit agencies.

21. **Additional Lease Provisions.** The following attachments and addenda are incorporated and attached to this lease:

- Community Rules (SRO)
- Visitor Guest Policy (SRO)
- California Addendum
- Initial Smoke Detector Notice Lease Addendum
- Violence Against Women Act (VAWA) Lease Addendum
- Safe Free Housing Lease Addendum
- Bed Bug Disclosure Notice Lease Addendum
- Grievance and Appeals Procedure
- Continuum of Care Program-Request Tenancy Approval (RTA)
- Continuum of Care Program-Housing Assistance Payment Contract (HAP)

By initialing as provided, you acknowledge receipt of a copy of such attachments and addenda.

Initials **Initials**

22. **Acknowledgment.** As consideration for your continued fulfillment of the terms and conditions of this lease, we agree that you may, during the effective period of this lease, have and enjoy the use of the premises described above.

DARIN Codon 9/16/21
Resident **Date**

Resident **Date**

9/16/21
Management **Date**

CARITAS MANAGEMENT CORPORATION
COMMUNITY RULES
SRO

Resident's Name: **Darin Codon** Unit #: 525
Address: The Post Hotel: 589 Post Street,
San Francidco, CA 94102

These Rules and Regulations serve as an attachment to the Lease between Management and you. Compliance with these Rules is an obligation of tenancy and violation may lead to eviction.

Community Rules are necessary to define acceptable activities and behavior in an environment of community living. The Community Rules are not meant to infringe on the rights of any one resident, but rather to protect the rights of all the residents, the owners, management and the community as a whole.

These Rules are considered reasonable. The Rules apply equally to all residents. They have been formulated so that the housing units will remain attractive and in good condition, and residents will enjoy the premises while respecting the rights of their neighbors. These Rules may be changed from time to time provided you receive at least 30 days advance notice and an opportunity to present comments.

The Development has contracted with us, Caritas Management Corporation (Management), to handle the day-to-day operations of the Development, including the enforcement of the Lease and these Rules and Regulations.

1. **Office.**

Management has regular business hours posted in the Management Office.
Office Phone: 415-749-1285
Maintenance Emergency Phone: 415-487-6551

2. **Rent.**

A. Rent is due on the first day of each month at the Management Office located at:

The Post Hotel: 589 Post Street, San Francisco, CA 94102.

A late fee will be assessed for any rental payments received after the grace period stated in the Lease.

B. If you present a check which is returned by the bank for insufficient funds you will be charged the actual cost charged to us by the bank in addition to the late fee. We will accept only money orders or cashier's checks from you for a period of twenty-four (24) months.

C. Partial payments will not be accepted without prior approval from Management. All payments made by you, no matter how designated by you, will be applied as follows: First to any unpaid rent obligations including current month; second, to any outstanding fees or damages; third, to any outstanding deposits.

D. Four late payments within any 12-month period constitute reason for eviction.

3. Visitor/Guest Policy

We strongly encourage you to have family and friends visiting. We reserve the right to refuse entry to visitors/guests and to set policy regarding length of visit and overnight stays. We are asking you to follow the Visitor/Guest Policies outlined in the Lease Addendum Visitor/ Guest Policy which is incorporated to these Rules by reference herein.

4. Absence.

You are required to notify Management when you are going to be absent from your unit for more than fourteen (14) days. The maximum time you may be absent is ninety (90) consecutive days within a twelve (12) months period.

5. Subleasing.

You shall not allow the unit to be occupied by any other person without the written permission from Management, nor shall you sublease the unit to any other person.

6. Keys/Key Cards and Lockouts.

A. Keys/ key cards will be issued for household members only. Entry keys/ key cards are provided at no cost to all household members listed on the lease at move-in time. One (1) key is issued per household (when applicable) for the laundry facility, mailbox, and storage facility. Additional keys/ key cards may be purchased. The number of keys/key cards of each kind is not to exceed the number of persons in the household. You are not permitted to provide keys/key cards to relatives, friends, or guests without the express written consent of Management. In such a case, you will provide a written request to Management relieving Management of all liability in the issuance and usage of the requested key/key card to a relative, friend, or guest.

B. You must safeguard your keys/ key cards at all times. We will provide lockout service only during regular business hours. The charge for this lockout service is posted in the management office. Only residents who have positive identification and are listed on the Lease will be admitted. Lockouts are not considered emergencies and no "after hours" service is provided. You must therefore make arrangements in advance to protect yourself. Locks are not to be altered or changed without the written approval from Management. If you call a locksmith in response to being locked out and you change the lock, Management must be provided a copy of your new unit key. If we are unable to enter your unit during an emergency due to an altered lock, you will be held responsible for all damages because of the fact that we were unable to gain entry.

C. Replacement of a lost entry door key/ key card may cost you the charge incurred to re-key the lock and provide new keys/ key cards to all residents. PLEASE BE CAREFUL WITH YOUR KEYS/ KEY CARDS.

D. Should the lock require changing for any reason other than the lock's failure to operate correctly due to normal wear and tear, you will be charged the actual cost (labor + materials) per lock. This lock charge will be charged to you in those cases which include, but are not limited to: 1) Abuse of the lock by a household member, guest, friend, or relative; 2) Your failure to notify Management of required lock repairs; 3) Other. Payment of the lock charge is due within thirty (30) days of receipt of an invoice for the charge(s).

E. All keys/ key cards must be returned to the office at move-out or you will be charged for un-returned keys/ key cards and the cost of changing your unit locks.

7. Pets.

No pets including birds, cats, dogs, tanked fish, snakes, rodents or other four legged animals are permitted without prior written consent of Management, except service/companion animal(s) as required by law. Any such consent is conditioned upon you completing and signing a Pet Agreement. ***Service/companion animals are allowed to accommodate individuals with disabilities.*** In cases where a service/companion animal is allowed, you must comply with the Service/Companion Animal Rules.

8. Garbage Disposal.

The Development provides refuse collection service. You are to dispose of trash neatly and properly without littering the property. Use tied plastic bags if possible to help keep the area

clean. It is your responsibility to haul away unwanted items such as couches, chairs, tables, bicycles, motor parts, etc. Please do not place such items in the garbage area or in the common areas. You will be charged for the actual cost to remove any items improperly disposed of on the property grounds. The placing or dumping of any hazardous or flammable materials in the waste containers is strictly prohibited.

9. Recycling and Composting.

You agree to comply with all present and future laws and regulations regarding the collection, sorting, separation, recycling and composting of waste products, garbage, refuse and trash. You shall sort and separate such items into categories as provided by law, and in accordance with the regulations and rules adopted by Management for the sorting and separating of such designated recyclable materials.

10. Request for Routine Repairs.

You must inform Management when maintenance or repairs are required for your unit by making a request either in person, by telephone, or in writing during regular business hours. Your failure to do so could result in your account being charged for damages resulting from delays in repairs.

11. Emergency Repairs.

You must report emergency maintenance and repair needs immediately to Management. Please call _____ during non-business hours. An answering service will accept your request for service and forward your call to Management. Repair needs that we define as emergencies include the following:

- No electricity in unit (check panel box and circuit breakers before requesting service).
- A serious water leak causing unit damage.
- No heat (seasonal).
- No functioning toilet in the unit.
- Other maintenance situations which threaten the health and safety of residents or the Development.

Your failure to promptly report emergency maintenance or repair needs could result in charges being assessed to your account for damages caused by such delays.

CARITAS MANAGEMENT CORPORATION
COMMUNITY RULES
SRO

12. General Emergencies.

Should you have an emergency (non-maintenance) of any sort, call 911 or the appropriate local emergency response agency and attempt to contact Management.

13. Security.

You must report suspicious activity to Management. Doors and gates must be closed when entering and leaving the premises. Unit doors should always be locked.

14. Insurance.

You are encouraged to obtain renter's insurance to protect against loss of personal property and liability. However, insurance is not required.

15. Damages.

We may charge you for repairs (when damage is beyond normal wear and tear), fines, and fees. These charges are consistent with state law and your Lease. When we notify you that a charge has been assessed, you must pay the charge in accordance with your Lease.

16. Window Coverings.

If the Development supplies your unit with window coverings, these window coverings must be cared for by you and remain the property of the Development. With prior written consent from Management, you may place window coverings of your choice on the inside of the window providing that the backing that faces outdoors is white and the installation is done properly and does not damage walls or ceilings.

17. Waterbeds.

Waterbeds are permitted in the unit only with the prior written permission of Management. Management will grant permission for a waterbed only after you have furnished proof of insurance coverage for waterbed damage in an amount satisfactory to Management. You must also produce a statement from the insurance carrier that the policy will not be terminated or the terms modified without thirty (30) days advance written notice to Management. For additional regulations governing the use of a waterbed, please see the Waterbed Agreement which is incorporated to these rules by reference herein.

Caritas Management Corporation - 1358 Valencia Street, San Francisco, CA 94110
Tel. (415) 647-7191 Fax. (415) 648-3919
If you have any questions for disability that requires a reasonable accommodation, please contact
Section 504 Coordinator, Tel. (415) 647-7191 ext. 12 TTY / TDD: 1-800-545-1833 ext. 468 / or 711
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18. Appliances, Heaters and Cooking.

Your Lease prohibits you from installing any appliances in your unit without Management's written permission. Hot plates, other cooking appliances, kerosene space heaters, or space heaters with visible electric coils are strictly prohibited.

19. Laundry Room.

The laundry room hours are posted. The laundry room should only be used by residents. Please leave the room clean and orderly for other residents. Machines are not to be used to clean rugs, comforters, or other large items. Management is not responsible for lost or stolen items.

20. Utilities.

You must pay for utilities directly as described in your Lease. Failure to maintain utility service is a lease violation.

21. Wall Hangings.

Pictures, mirrors and other wall hangings may be hung with nail hooks of the proper type and size for the weight of the item. No fixtures or items of any kind may be attached to the ceiling. Gluing or taping on walls, ceilings, or any other surface is prohibited.

22. Light Bulbs.

Management will initially provide light bulbs for all permanent light fixtures in your unit. You must replace light bulbs as necessary using the proper wattage at your own expense.

23. Smoke and Carbon Monoxide Detectors.

You acknowledge and Management certifies that your unit is equipped with smoke and carbon monoxide detector(s) as required by law. The smoke and carbon monoxide detector(s) have been tested and are operable. You shall not tamper with or remove any smoke/carbon monoxide detector. If a detector is inoperable, please notify Management.

24. Sprinkler Heads.

Your unit may have sprinkler heads. Do not touch or hang anything from the sprinkler heads. You will be held responsible for any damage caused due to tampering with the sprinkler heads.

CARITAS MANAGEMENT CORPORATION
COMMUNITY RULES
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25. Clotheslines.

Management does not supply clotheslines for your unit. You may not hang any clothing, bedding, rugs or other materials from windows, balconies, porches, fire escapes or over fences.

26. Storage.

No flammables or hazardous materials may be kept on the premises including containers filled with gasoline, solvents, etc. No storage of any kind is allowed on balconies, fire escapes, window ledges porches and/or decks. Storage is permitted in areas assigned by Management only. Bicycles may not be stored in a resident's unit. Check with Management for proper area to store your bike. Any stored items may not block the access to pipes, safety equipment, meter boxes or other equipment necessary to the property.

27. Pest Control Service.

Your unit shall be pest exterminated monthly. Please notify Management immediately if you notice bedbugs, ants, roaches, or other pests in units or common areas. Management has implemented a comprehensive Bed Bug Policy which is outlined in the Lease Addendum Bed Bug Disclosure Notice and Resident Prevention which is incorporated to these Rules by reference herein.

28. Inspections.

Management will make regular inspections of the Development's common areas, units and other inspections, as needed. Damages and lease violations may be noted at that time. It would be most helpful if you prepared a list of questions about your unit at that time. Twenty-four hour notice of inspections will be given except in emergency situations.

29. Community Lounges, Kitchens and Restrooms.

If the Development has Community Lounges, Kitchens and Restrooms, they are provided for the exclusive use of the Development's residents. All facilities are to be used at resident's own risk. Anyone creating a disturbance or using disorderly conduct in the Community Lounges, Kitchens and Restrooms will be considered in violation of these Rules and may be subject to legal action. You will be held responsible for visitors and guests at all times and liable for any and all damages. For additional rules regulating the usage of the Community Lounges, Kitchens and Restrooms including hours of operation, please see the Community Lounges, Kitchens and Restroom Rules posted in respective area. Said rules are incorporated into these policies by reference herein.

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30. Community Appearance.

A. Window sills should be kept free of all personal property. Any additions to the window opening must be approved by Management prior to installation.

B. No personal, seasonal, or special use items or other unsightly items may be stored or displayed in the common areas.

C. Sidewalks, entrances, passages, stairways, corridors, hallways and courtyards should not be obstructed, encumbered, or used for any purpose other than entering and exiting your unit.

D. Common areas should be kept free of unattended or abandoned furniture, bicycles, toys, and other personal property.

E. No signs, advertisements, notices, other lettering or flyers should be exhibited, inscribed, painted, or affixed by anyone on or to any part of the exterior of the unit, unit doors, building, or housing community property without the express written consent of the Management.

F. No awning, radio antenna, television antenna, wires, satellite dishes or other projections are allowed in and/or about any part of the buildings and/or common areas without the written permission of Management.

G. You are financially responsible for any damage, destruction or mutilation to any part of the common areas caused by you and or your visitors and guests.

31. Conduct.

A. You and your guest(s) will not engage in, or participate in, such conduct which is objectionable or prejudicial to the rights, privileges, safety and general welfare of the other residents living in the housing community. No act of yours and/or guest which threatens, intimidates, is deemed harassing others, is physically violent with or without injury to another person and/or property, or has unacceptable social conduct, will be tolerated. Any such incident(s) will be considered a violation of the Community Rules and the Lease Agreement.

B. No act of intimidation, harassment, verbal abuse, physical threat or violence, or social misconduct of, or to, any employee of this housing community by any person will be tolerated. Any such act is considered a noncompliance of the Lease Agreement and will result in termination of the Lease.

C. Social and friendly gatherings of residents and resident's guest(s) are welcomed provided such gatherings do not become noisy, offensive, threatening or generally objectionable to other residents and/or Management. The gathering is considered in violation of the terms of the Lease Agreement and Community Rules when other resident's rights to quiet and peaceful enjoyment of his/her residence are violated. This rule applies to gatherings inside a unit or outside at common areas.

D. The public consumption of alcoholic beverages, illegal drugs or other chemical substances, within the common areas of the housing communities **is strictly prohibited.**

E. Any noticeable public drunkenness or social misconduct within the physical boundaries of the housing community is strictly prohibited. Any incident observed by other residents and/or Management should be reported to the proper authorities.

F. You are responsible for the actions and conduct of your guest(s) and visitor(s), while in the unit and/or on the housing community property. Any violation of the rules, regulations, and/or Lease Agreement by the guest(s) or visitor(s) is considered noncompliance of the Lease Agreement.

G. Proper attire (including wearing shoes) is required in the common areas at all times.

32. Noise.

Musical instruments, stereos, radios, televisions, etc. must be played only at reasonable volumes so that residents' peace is not disturbed.

35. Illegal Drug Use/Sale

Illegal use or sale of drugs in the units, in common areas, or on the grounds is strictly prohibited and is grounds for eviction. Management will report any illegal activity to proper authorities. Management's Drug-Free Housing policy is further defined in the Lease Addendum for Drug-Free Housing, which is incorporated to these Rules by reference herein.

36. Smoking.

Smoking is not permitted in any common areas including garages or on private balconies, patios and decks within the Development or on the sidewalks by the Development's entryways.

37. Firearms.

Handguns, rifles, firearms, pellet guns and/or BB-guns are not to be stored, used, or in the possession of anyone at any time within the Development. Anyone who is in the possession or who use the foregoing will be subject to the appropriate legal action and its resultant criminal penalties.

38. Complaints and Grievances.

You are expected to respect the rights of your neighbors and expected to make every effort to resolve whatever disputes may arise amicably. It is not the role of Management to intervene in disputes between neighbors; however, staff is available to attempt to mediate disagreements if both parties wish. Complaints against on-site Management staff should immediately be brought to the attention of Caritas Management Corporation. If you have any comments or suggestions on methods of improving Management of the property you are welcome to present them to Management in writing. The Development's Grievance and Appeals Procedure is intended to resolve individual disputes between the Development and its residents. Copies of the Procedure are available from Management.

39. Transfer.

If you need to be transferred to different type of unit, please notify Management in writing. Only written requests will be considered. The Development's Resident Selection Plan describes the circumstances under which you will be approved for a transfer. Copies of the Policy are available from Management.

40. Collection Agencies.

As required by law, you are hereby notified that your performance as a resident of this Development may be reported to collection agencies.

CARITAS MANAGEMENT CORPORATION
COMMUNITY RULES
SRO

41. Right to Reasonable Accommodation.

If you have a physical or mental disability and as a result of this disability need:

- A change in the rules or policies or how Management does things that would give you an equal chance to live at the housing community and use the facilities or take part in programs on site, *(Examples: allowing service animals, rent reminders, or help with the garbage)*,
- A change or repair in your unit or a special type of unit that would give you an equal chance to live at the housing community and use the facilities or take part in programs on site, *(Examples: grab bars, lowered coat racks, flashing fire alarm and doorbell)*,
- A change or repair to some other part of the housing community that would give you an equal chance for you to live at the housing community and use the facilities or take part in programs on site, *(Examples: front loading washing machines, an accessible intercom system)*, and/or
- A change in the way Management communicates with you or gives you information, *(Examples: big print, sign language interpreter, audio-tape, captioning)*.

You may ask for this kind of change, which is called a REASONABLE ACCOMMODATION. What you ask for may be one of the examples listed above, or it may be any other change you need.

If you can show that you have a physical or mental disability that needs this change, and if your request is reasonable (it is not too expensive and not too difficult to arrange), Management will try to make the changes you requested.

Management will give you an answer in 30 days unless there is a problem getting the information Management needs or unless you agree to a longer time. Management will let you know if more information or verification from you is needed or if Management would like to talk to you about other ways to meet your needs
Any information obtained by Management will be kept confidential and will only be used to help you have an equal opportunity to enjoy your housing and the common areas.

If we turn down your request, Management will explain the reasons and you can give us more information if you think that will help.

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If you need help filling out a REASONABLE ACCOMMODATION REQUEST FORM or if you want to give us a request in some other way including verbally, Management will help you.

You can get a REASONABLE ACCOMMODATION REQUEST FORM from the on-site Management or by contacting Caritas Management Corporation.

42. **Section 504 (Federally assisted properties only).**

Section 504 prohibits discrimination based upon disability in all programs or activities operated by recipients of federal financial assistance. Although Section 504 often overlaps with the disability discrimination prohibitions of the Fair Housing Act, Section 504 differs in that it also imposes broader affirmative obligations on owners/management to make their programs as a whole, accessible to persons with disabilities. CMC does not discriminate on the basis of disability status in the admission or access to, or treatment or employment in, its federally assisted programs and activities. The position named below has been designated to coordinate compliance with the non-discrimination requirements contained in the Department of Housing and Urban Development's regulations implementing Section 504 (24 CFR, part 8 dated June 2, 1988).

Section 504 Coordinator-Occupancy/Compliance Manager
Caritas Management Corporation
1358 Valencia Street, San Francisco, CA 94110 (415) 647-7191 extension 112

AGREEMENT AND ACKNOWLEDGEMENT

I have read and had Management explain in full these Community Rules. I fully understand all of these Community Rules and agree to completely abide by them. I acknowledge receipt of these Community Rules. I realize that failure to comply with these Community Rules may be grounds for my Lease to be terminated.

Resident — **Date** 9/16/21

Signature of Management Representative — **Date** 9/16/21

Caritas Management Corporation
Post Hotel
589 Post Street,
San Francisco, CA 94102
415-487-3300 Ext 5863
Property Manager and
Authorized Agent for Owner

NOTICE TO QUIT

TO: **Darin Codon,** and all other occupants residing at or claiming a possessory interest in **589 Post Street, Unit #525, San Francisco, CA 94102** ("the premises").

NOTICE IS HEREBY GIVEN THAT NO LATER THAN November 6, 2023, you are required to vacate the premises and give up possession of the premises to Caritas Management Corporation, the Authorized Agent for the Owner of the Post Hotel, which is authorized to obtain possession from you.

THIS NOTICE IS HEREBY GIVEN pursuant to California Code of Civil Procedure Section 1161, et seq., on the grounds that you have committed acts constituting a nuisance under state law, and you have committed material, non-curable breaches of the terms of the written lease agreement by which you hold possession of the premises, which constitutes good cause for the termination of your tenancy under the terms of your lease agreement, specifically, as follows:

– On or about September 13, 2023, at approximately 1:00 PM, you verbally abused multiple staff members and engaged in threatening behavior. More specifically, you were yelling at two staff members. Two other staff members intervened to de-escalate the situation. Subsequently, you entered the support services offices and falsely claimed, among other things, that the staff members had killed nine people. Then, you approached the staff member and started yelling at her to the point she felt unsafe. You repeatedly flipped her off and said "fuck you" to her. She asked to leave. You refused and blocked the doorway. They were forced to call the police.

– On or about August 25, 2023, at approximately 6:20 AM, you verbally abused and yelled at a staff member as he was walking to the building.

– On or about June 21, 2023, at approximately 12:30 PM, you were verbally abusing the staff of the building. More specifically, you walked into the property manager's office and started yelling at her, falsely accusing her of raping and killing people in the building. You also falsely accused the front staff of raping you.

– On or about May 26, 2023, at approximately 8:45 PM, you were verbally abusing the staff of the building. More specifically, you were yelling at the staff and falsely claimed they were raping you.

– On or about April 13, 2023, at approximately 1:20 PM, you were verbally abusing the staff of the building. More specifically, you were yelling at a staff member, followed the staff member around, and called him a rapist.

– On or about March 29, 2023, at approximately 2:05 AM, you verbally abused a building staff member and interfered with his performance of his duties. More specifically, you were verbally abusing a staff member and acting in a threatening manner. Then, you flagged a police officer and falsely claimed the staff member hit you. The police reviewed the surveillance footage, determined you were lying, and admonished you for attempting to file a false police report.

– On or about February 1, 2023, at approximately 9:00 AM, you verbally abused a building staff member by calling her "dog face ugly bitch."

– On or about February 1, 2023, at approximately 9:30 AM, you came out of the premises, started yelling and cursing at a staff member, and threatened to "beat [his] ass."

– On or about December 13, 2022, at approximately 5:48 AM, you were disturbing the occupants of the building by yelling and screaming in front of the building for about 15 minutes.

Exhibit 2

– On or about December 13, 2022, at approximately 5:46 a.m., you were verbally abusing the staff of the building. More specifically, you approached the front desk clerk and falsely accused him of raping you. You also called him a waste of life and threatened to meet him after he got out of work.

– On or about October 7, 2022, at approximately 11:30 a.m., you verbally abused a building staff member, directed a veiled threat at him, and interfered with his performance of his duties. More specifically, you approached the front desk and started cursing at the staff member and demanding an incident report. The staff member asked you to give him a minute. You responded by further verbally abusing him. You said, "fuck you, yeah fuck you! You fucking bitch! I am surprised somebody did not rape you here."

– On or about October 6, 2022, you created a safety hazard by improperly disposing of your trash by throwing it in the hallway outside the premises. You routinely throw your trash in the hallway outside the premises-- is nearly a daily occurrence.

– On or about October 5, 2022, at approximately 11:10 a.m., you verbally abused a building staff member and interfered with his performance of his duties. More specifically, you repeatedly asked the staff member to make you keys to your unit. Subsequently, you approached the front desk and started yelling, "I am tired of being treated like a nigger! I am not a nigger! I am a human being."

NOTICE IS HEREBY GIVEN that by the foregoing activity you violated the following provisions of the terms of your lease agreement and the House/Community Rules and addendums to the lease applicable to your tenancy:

– You shall not cause or permit any illegal activity or use on the premises. [Residential Lease, section 7.]

– You shall comply with the written Community Rules we issue regarding use of the premises and common areas. We will provide a copy of the Community Rules to you. Any amendment to the rules shall be in writing and effective thirty days after the notice thereof to you. You shall not cause or permit on the premises or in common areas, excessive noise or any other activity that disturbs the peace and quiet of other residents or neighbors. You shall not cause or permit any activity constituting a nuisance on or about the premises or which adversely affects the health or safety of any person, nor shall you interfere with the management of the premises. [Residential Lease, section 10.]

– You agree to: Dispose of all garbage, rubbish, and other waste from the premises in a sanitary and safe manner. [Residential Lease, section 16(C).]

– You agree to: Conduct and cause other persons who are on the premises with your consent to conduct themselves in a manner which will not disturb neighbors' peaceful enjoyment of their accommodations and will be conducive to maintaining the development in a decent, safe, and sanitary condition.[Residential Lease, section 16(H).]

– You agree to: Refrain from illegal or other activity which impairs the physical or social environment of the premises. [Residential Lease, section 16(I).]

– You agree to: Comply with the written rules described in Section 10. above. [Residential Lease, section 16(K).]

– You are to dispose of trash neatly and properly without littering the property... [Community Rules, section 8.]

– Sidewalks, entrances, passages, stairways, corridors, hallways and courtyards should not be obstructed, encumbered, or used for any purpose other than entering and exiting your unit. [Community Rules, section 30(C).]

– Common areas should be kept free of unattended or abandoned furniture, bicycles, toys, and other personal property. [Community Rules, section 30(D).]

– You and your guest(s) will not engage in, or participate in, such conduct which is objectionable or prejudicial to the rights, privileges, safety and general welfare of the other residents living in the housing community. No act of yours and/or guest which threatens, intimidates, is deemed harassing others. is physically violent with or without injury to another person and/or property, or has unacceptable social conduct, will be tolerated. Any such incident(s) will be considered a violation of the Community Rules and the Lease Agreement. [Community Rules, section 31(A).]

– No act of intimidation, harassment, verbal abuse, physical threat or violence, or social misconduct of, or to, any employee of this housing community by any person will be tolerated. Any such act is considered a noncompliance of the Lease Agreement and will result in termination of the Lease. [Community Rules, section 31(B).]

– Any noticeable public drunkenness or social misconduct within the physical boundaries of the housing community is strictly prohibited. Any incident observed by other residents and/or Management should be reported to the proper authorities. [Community Rules, section 31(E).]

Your Lease Agreement provides that your tenancy may be terminated if you materially breach the terms of this Lease Agreement. A material breach includes but not limited to: A breach which adversely affects the health, safety, or quiet enjoyment of any resident or visitor to the premises, or A breach which interferes with our management, maintenance and operation of the development, or A breach resulting in damages to the premises or any other portion of the development.

Your failure to deliver possession of the premises by the date set forth above will cause Caritas Management Corporation, the landlord and authorized agent for the owner of the Post Hotel, to initiate legal proceedings against you to declare a forfeiture of your rental agreement, to recover possession of the premises, and to seek judgment for rent owed through the expiration of the notice together with damages for each day of occupancy after that date, and costs of suit which may include court costs, statutory penalties, and attorney's fees. You may only be evicted as the result of a judicial proceeding. At any judicial proceeding brought to recover possession of your unit, you will have the right to present a defense.

You have the right to make such reply to this Notice as you may wish. Notice is hereby given that you have the right to meet with management to discuss this Notice and the termination of your tenancy. Notice is hereby given that your landlord has adopted a grievance and appeal procedure for the resolution of disputes arising out of the lease or your occupancy of the premises. You may be entitled to a grievance hearing. Persons with disabilities have the right to request reasonable accommodations to participate in the hearing process.

While your tenancy is exempt from the provisions of the San Francisco Residential Rent Stabilization and Arbitration Ordinance, advice concerning this notice is available from the San Francisco Residential Rent Stabilization and Arbitration Board.

This notice supersedes and replaces all prior notices of termination of tenancy.

Dated: 11/2/2023

Sandra Cuadra
For Caritas Management Corporation

CC: SF Department of Homelessness and Supportive Housing
ATTACHMENT(S)

U.S. Department of Housing and Urban Development
OMB Approval No. 2577-0286
Expires 06/30/2017

Caritas Management Corporation

Notice of Occupancy Rights under the Violence Against Women Act[1]

To all Tenants and Applicants
The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.[2] The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that **Continuum of Care (CoC) Program** is in compliance with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA."

Protections for Applicants
If you otherwise qualify for assistance under **Continuum of Care (CoC) Program,** you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Protections for Tenants
If you are receiving assistance under **Continuum of Care (CoC) Program,** you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights under **Continuum of Care (CoC) Program** solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

Removing the Abuser or Perpetrator from the Household
CARITAS MANAGEMENT CORPORATION may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking.

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[1] Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation.

[2] Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

If CARITAS MANAGEMENT CORPORATION chooses to remove the abuser or perpetrator, CARITAS MANAGEMENT CORPORATION may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator was the sole tenant to have established eligibility for assistance under the program, CARITAS MANAGEMENT CORPORATION must allow the tenant who is or has been a victim and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another HUD housing program covered by VAWA, or, find alternative housing.

In removing the abuser or perpetrator from the household, CARITAS MANAGEMENT CORPORATION must follow Federal, State, and local eviction procedures. In order to divide a lease, CARITAS MANAGEMENT CORPORATION may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

Moving to Another Unit

Upon your request, CARITAS MANAGEMENT CORPORATION may permit you to move to another unit, subject to the availability of other units, and still keep your assistance. In order to approve a request, CARITAS MANAGEMENT CORPORATION may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, the housing provider may ask you to submit a written request or fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA. The criteria are:

(1) **You are a victim of domestic violence, dating violence, sexual assault, or stalking.** If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.

(2) **You expressly request the emergency transfer.** Your housing provider may choose to require that you submit a form, or may accept another written or oral request.

(3) **You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.** This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

OR

You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer. If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which

you are seeking your transfer, and that assault happened within the 90-calendar-day period before you expressly request the transfer.

CARITAS MANAGEMENT CORPORATION will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and the location of any move by such victims and their families.

CARITAS MANAGEMENT CORPORATION 's emergency transfer plan provides further information on emergency transfers, and CARITAS MANAGEMENT CORPORATION must make a copy of its emergency transfer plan available to you if you ask to see it.

Documenting You Are or Have Been a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking

CARITAS MANAGEMENT CORPORATION can, but is not required to, ask you to provide documentation to "certify" that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Such request from CARITAS MANAGEMENT CORPORATION must be in writing, and CARITAS MANAGEMENT CORPORATION must give you at least 14 business days (Saturdays, Sundays, and Federal holidays do not count) from the day you receive the request to provide the documentation. CARITAS MANAGEMENT CORPORATION may, but does not have to, extend the deadline for the submission of documentation upon your request.

You can provide one of the following to CARITAS MANAGEMENT CORPORATION as documentation. It is your choice which of the following to submit if CARITAS MANAGEMENT CORPORATION asks you to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

- A complete HUD-approved certification form given to you by CARITAS MANAGEMENT CORPORATION with this notice, that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.
- A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.
- A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, "professional") from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.
- Any other statement or evidence that CARITAS MANAGEMENT CORPORATION has agreed to accept.

If you fail or refuse to provide one of these documents within the 14 business days, CARITAS MANAGEMENT CORPORATION does not have to provide you with the protections contained in this notice.

If CARITAS MANAGEMENT CORPORATION receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), CARITAS MANAGEMENT CORPORATION has the right to request that you provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, CARITAS MANAGEMENT CORPORATION does not have to provide you with the protections contained in this notice.

Confidentiality

CARITAS MANAGEMENT CORPORATION must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA.

CARITAS MANAGEMENT CORPORATION must not allow any individual administering assistance or other services on behalf of CARITAS MANAGEMENT CORPORATION (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

CARITAS MANAGEMENT CORPORATION must not enter your information into any shared database or disclose your information to any other entity or individual. CARITAS MANAGEMENT CORPORATION, however, may disclose the information provided if:

- You give written permission to CARITAS MANAGEMENT CORPORATION to release the information on a time limited basis.
- CARITAS MANAGEMENT CORPORATION needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.
- A law requires CARITAS MANAGEMENT CORPORATION or your landlord to release the information.

VAWA does not limit CARITAS MANAGEMENT CORPORATION 's duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

Reasons a Tenant Eligible for Occupancy Rights under VAWA May Be Evicted or Assistance May Be Terminated

You can be evicted and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, CARITAS MANAGEMENT CORPORATION cannot hold tenants who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been victims of domestic violence, dating violence, sexual assault, or stalking.

The protections described in this notice might not apply, and you could be evicted and your assistance terminated, if CARITAS MANAGEMENT CORPORATION can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

1) Would occur within an immediate time frame, and
2) Could result in death or serious bodily harm to other tenants or those who work on the property.

If CARITAS MANAGEMENT CORPORATION can demonstrate the above, CARITAS MANAGEMENT CORPORATION should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

Other Laws
VAWA does not replace any Federal, State, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking. You may be entitled to additional housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

Non-Compliance with The Requirements of This Notice
You may report a covered housing provider's violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint HUD's San Francisco Regional Office located at One Sansome Street, Suite 1200, San Francisco, CA 94104 and (415) 489-6400.

For Additional Information
You may view a copy of HUD's final VAWA rule at rule at: https://www.gpo.gov/fdsys/pkg/FR-2016-11-16/pdf/2016-25888.pdf.

Additionally, CARITAS MANAGEMENT CORPORATION must make a copy of HUD's VAWA regulations available to you if you ask to see them.

For questions regarding VAWA, please contact **Garbo Chang, Caritas Management Corporation's property management and compliance specialist at 1358 Valencia Street, San Francisco, CA 94110 and (415) 647-7191 ex 112.**

For help regarding an **abusive relationship**, you may call the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY). You may also contact:

Dream House: Kelsey Friedman Case Manager, (415) 449-1243;

W.O.M.A.N., Inc.: 26 Boardman Place, San Francisco, CA 94103, 24-hour Support Line: (415) 864-4722, Toll-Free Number: (877) 384-3578;

La Casa De Las Madres: 1663 Mission Street, #225, San Francisco, CA 94103, Adults Call: 1-877-503-1850, Teens Call: 1-(877) 923-0700, Counseling and Supportive Services: 1-415-503-0500;
Asian Women's Center: 3543 18th Street, #19, San Francisco, CA 94110, (415) 751-7110, 24-Hour Crisis Toll-Free: 1-(877) 751-0880;

The Riley Center: 1175 Howard Street, 2nd Floor, San Francisco, CA 94103, (415) 552-2943, 24-Hour Support Line: (415) 255-0165;
Community United Against Violence: 427 South Van Ness Avenue, San Francisco, CA 94103, (415) 777-5565, Website: www.cuav.org, Email: infor@cuav.org

California Partnership to End Domestic Violence: http://www.cpedv.org/domestic-violence-organizations-california.

For tenants who are or have been victims of **stalking** seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at https://www.victimsofcrime.org/our-programs/stalking-resource-center.

For help regarding **sexual assault**, you may contact:

San Francisco Women Against Rape (SFWAR): 3543 18th Street, #7, San Francisco, CA 94110, (415) 861-2024, 24-Hour Hotline: (415) 647-7273, Website: www.sfwar.org, Email: info@sfwar.org;
The Trauma Recovery Center: 2727 Mariposa Street, Suite 100 (At Bryant Street), San Francisco, CA 94110, (415) 437-3000, Website: http://traumarecoverycenter.org/
Bay Area Legal Aid: 1800 Market Street, 3rd Floor, San Francisco, CA 94102, (415) 982-1300 | FAX: (415) 982-4243, Website: http://baylegal.org;
Community United Against Violence, 427 South Van Ness Avenue, San Francisco, CA 94103, (415) 777-5565, Website: www.cuav.org, Email: infor@cuav.org;

W.O.M.A.N., Inc.: 26 Boardman Place, San Francisco, CA 94103, 24-hour Support Line: (415) 864-4722, Toll-Free Number: (877) 384-3578;

California Coalition Against Sexual Assault: http://www.calcasa.org/agencies/.

Victims of **stalking** seeking help may contact:

Bay Area Legal Aid: 1800 Market Street, 3rd Floor, San Francisco, CA 94102, (415) 982-1300 | FAX: (415) 982-4243, Website: http://baylegal.org;
Community United Against Violence, 427 South Van Ness Avenue, San Francisco, CA 94103, (415) 777-5565, Website: www.cuav.org, Email: infor@cuav.org;

W.O.M.A.N., Inc.: 26 Boardman Place, San Francisco, CA 94103, 24-hour Support Line: (415) 864-4722, Toll-Free Number: (877) 384-3578;
San Francisco Women Against Rape (SFWAR): 3543 18th Street, #7, San Francisco, CA 94110, (415) 861-2024, 24-Hour Hotline: (415) 647-7273, Website: www.sfwar.org, Email: info@sfwar.org
Center For Victims of Crime: https://victimsofcrime.org/our-programs/stalking-resource-center/help-for-victims.

Attachment: Certification Form HUD-5382

CERTIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING, AND ALTERNATE DOCUMENTATION

U.S. Department of Housing and Urban Development

OMB Approval No. 2577-0286
Exp. 06/30/2017

Purpose of Form: The Violence Against Women Act ("VAWA") protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

Use of This Optional Form: If you are seeking VAWA protections from your housing provider, your housing provider may give you a written request that asks you to submit documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking.

In response to this request, you or someone on your behalf may complete this optional form and submit it to your housing provider, or you may submit one of the following types of third-party documentation:

(1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, "professional") from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of "domestic violence," "dating violence," "sexual assault," or "stalking" in HUD's regulations at 24 CFR 5.2003.

(2) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or

(3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

Submission of Documentation: The time period to submit documentation is 14 business days from the date that you receive a written request from your housing provider asking that you provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Your housing provider may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period. If the requested information is not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by your housing provider, your housing provider does not need to grant you any of the VAWA protections. Distribution or issuance of this form does not serve as a written request for certification.

Confidentiality: All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking shall be kept confidential and such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections to you, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING

1. **Date the written request is received by victim:** _____

2. **Name of victim:** _____

3. **Your name (if different from victim's):** _____

4. **Name(s) of other family member(s) listed on the lease:** _____

_____

5. **Residence of victim:** _____

6. **Name of the accused perpetrator (if known and can be safely disclosed):** _____

_____

7. **Relationship of the accused perpetrator to the victim:** _____

8. **Date(s) and times(s) of incident(s) (if known):** _____

_____

10. **Location of incident(s):** _____

In your own words, briefly describe the incident(s):
_____
_____
_____
_____

This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature _____ Signed on (Date) _____

Public Reporting Burden: The public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information provided is to be used by the housing provider to request certification that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. The information is subject to the confidentiality requirements of VAWA. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

VERIFICATION

I am an authorized employee for the plaintiff in this action. I have my office in the County of San Francisco. As an employee of plaintiff, I am authorized to make this verification on behalf of the Plaintiff.

The facts contained in this complaint are within my personal knowledge. I have read the foregoing Complaint for Unlawful Detainer, and know the contents thereof, and the contents thereof are true and correct, except as to those matters which are stated upon information and belief, and as to those matters I believe them to be true.

I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct.

11/15/2023
Date

Sandra Cuadra

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State B... ...ber, and address):
John P. Zanghi 145845 / Omar Vaquero 319636
ZANGHI TORRES ARSHAWSKY LLP
625 Market Street, 4th Floor
San Francisco, CA 94105
TELEPHONE NO.: (415) 977-0444 FAX NO. (Optional): (415) 977-0156
E-MAIL ADDRESS: jzanghi@ztalaw.com / ovaquero@ztalaw.com
ATTORNEY FOR (Name): Caritas Management Corporation

FOR COURT USE ONLY

FILED
Superior Court of California
County of San Francisco
NOV 16 2023
CLERK OF THE COURT
BY: Deputy Clerk
Austin Lam

SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Francisco
STREET ADDRESS: 400 McAllister Street
MAILING ADDRESS:
CITY AND ZIP CODE: San Francisco, CA 94102
BRANCH NAME: Civic Center Courthouse

CASE NAME: Caritas Management Corporation v, Darin Codon, and DOES 1 to 5

CASE NUMBER: CGC-23-673507

JUDGE:

DEPT.:

CIVIL CASE COVER SHEET

☐ **Unlimited** (Amount demanded exceeds $25,000)
☒ **Limited** (Amount demanded is $25,000 or less)

Complex Case Designation

☐ Counter ☐ Joinder

Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

Items 1–6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

Auto Tort
- ☐ Auto (22)
- ☐ Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort
- ☐ Asbestos (04)
- ☐ Product liability (24)
- ☐ Medical malpractice (45)
- ☐ Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort
- ☐ Business tort/unfair business practice (07)
- ☐ Civil rights (08)
- ☐ Defamation (13)
- ☐ Fraud (16)
- ☐ Intellectual property (19)
- ☐ Professional negligence (25)
- ☐ Other non-PI/PD/WD tort (35)

Employment
- ☐ Wrongful termination (36)
- ☐ Other employment (15)

Contract
- ☐ Breach of contract/warranty (06)
- ☐ Rule 3.740 collections (09)
- ☐ Other collections (09)
- ☐ Insurance coverage (18)
- ☐ Other contract (37)

Real Property
- ☐ Eminent domain/Inverse condemnation (14)
- ☐ Wrongful eviction (33)
- ☐ Other real property (26)

Unlawful Detainer
- ☐ Commercial (31)
- ☒ Residential (32)
- ☐ Drugs (38)

Judicial Review
- ☐ Asset forfeiture (05)
- ☐ Petition re: arbitration award (11)
- ☐ Writ of mandate (02)
- ☐ Other judicial review (39)

Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403)
- ☐ Antitrust/Trade regulation (03)
- ☐ Construction defect (10)
- ☐ Mass tort (40)
- ☐ Securities litigation (28)
- ☐ Environmental/Toxic tort (30)
- ☐ Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment
- ☐ Enforcement of judgment (20)

Miscellaneous Civil Complaint
- ☐ RICO (27)
- ☐ Other complaint *(not specified above)* (42)

Miscellaneous Civil Petition
- ☐ Partnership and corporate governance (21)
- ☐ Other petition *(not specified above)* (43)

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
   a. ☐ Large number of separately represented parties
   b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
   c. ☐ Substantial amount of documentary evidence
   d. ☐ Large number of witnesses
   e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
   f. ☐ Substantial postjudgment judicial supervision
3. Remedies sought *(check all that apply)*: a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action *(specify)*: one
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. *(You may use form CM-015.)*

Date: 11/13/2023

Omar Vaquero
(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Form Adopted for Mandatory Use
Judicial Council of California
CM-010 [Rev. September 1, 2021]
CEB Essential Forms
ceb.com

CIVIL CASE COVER SHEET

Cal. Rules of Court, rules 2.30, 3.220, 3.400–33.403, 3.740; Cal. Standards of Judicial Administration, std. 3.10
www.courts.ca.gov

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INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than $25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort
- Auto (22)–Personal Injury/Property Damage/Wrongful Death
- Uninsured Motorist (46) *(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)*

Other PI/PD/WD (Personal Injury/ Property Damage/Wrongful Death) Tort
- Asbestos (04)
  - Asbestos Property Damage
  - Asbestos Personal Injury/ Wrongful Death
- Product Liability *(not asbestos or toxic/environmental)* (24)
- Medical Malpractice (45)
  - Medical Malpractice–Physicians & Surgeons
  - Other Professional Health Care Malpractice
- Other PI/PD/WD (23)
  - Premises Liability (e.g., slip and fall)
  - Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
  - Intentional Infliction of Emotional Distress
  - Negligent Infliction of Emotional Distress
  - Other PI/PD/WD

Non-PI/PD/WD (Other) Tort
- Business Tort/Unfair Business Practice (07)
- Civil Rights (e.g., discrimination, false arrest) *(not civil harassment)* (08)
- Defamation (e.g., slander, libel) (13)
- Fraud (16)
- Intellectual Property (19)
- Professional Negligence (25)
  - Legal Malpractice
  - Other Professional Malpractice *(not medical or legal)*
- Other Non-PI/PD/WD Tort (35)

Employment
- Wrongful Termination (36)
- Other Employment (15)

Contract
- Breach of Contract/Warranty (06)
  - Breach of Rental/Lease Contract *(not unlawful detainer or wrongful eviction)*
  - Contract/Warranty Breach–Seller Plaintiff *(not fraud or negligence)*
  - Negligent Breach of Contract/ Warranty
  - Other Breach of Contract/Warranty
- Collections (e.g., money owed, open book accounts) (09)
  - Collection Case–Seller Plaintiff
  - Other Promissory Note/Collections Case
- Insurance Coverage *(not provisionally complex)* (18)
  - Auto Subrogation
  - Other Coverage
- Other Contract (37)
  - Contractual Fraud
  - Other Contract Dispute

Real Property
- Eminent Domain/Inverse Condemnation (14)
- Wrongful Eviction (33)
- Other Real Property (e.g., quiet title) (26)
  - Writ of Possession of Real Property
  - Mortgage Foreclosure
  - Quiet Title
  - Other Real Property *(not eminent domain, landlord/tenant, or foreclosure)*

Unlawful Detainer
- Commercial (31)
- Residential (32)
- Drugs (38) *(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)*

Judicial Review
- Asset Forfeiture (05)
- Petition Re: Arbitration Award (11)
- Writ of Mandate (02)
  - Writ–Administrative Mandamus
  - Writ–Mandamus on Limited Court Case Matter
  - Writ–Other Limited Court Case Review
- Other Judicial Review (39)
  - Review of Health Officer Order
  - Notice of Appeal–Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)
- Antitrust/Trade Regulation (03)
- Construction Defect (10)
- Claims Involving Mass Tort (40)
- Securities Litigation (28)
- Environmental/Toxic Tort (30)
- Insurance Coverage Claims *(arising from provisionally complex case type listed above)* (41)

Enforcement of Judgment
- Enforcement of Judgment (20)
  - Abstract of Judgment (Out of County)
  - Confession of Judgment *(non-domestic relations)*
  - Sister State Judgment
  - Administrative Agency Award *(not unpaid taxes)*
  - Petition/Certification of Entry of Judgment on Unpaid Taxes
  - Other Enforcement of Judgment Case

Miscellaneous Civil Complaint
- RICO (27)
- Other Complaint *(not specified above)* (42)
  - Declaratory Relief Only
  - Injunctive Relief Only *(non-harassment)*
  - Mechanics Lien
  - Other Commercial Complaint Case *(non-tort/non-complex)*
  - Other Civil Complaint *(non-tort/non-complex)*

Miscellaneous Civil Petition
- Partnership and Corporate Governance (21)
- Other Petition *(not specified above)* (43)
  - Civil Harassment
  - Workplace Violence
  - Elder/Dependent Adult Abuse
  - Election Contest
  - Petition for Name Change
  - Petition for Relief from Late Claim
  - Other Civil Petition

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